

**REVISED
CITY COUNCIL AGENDA**

**THURSDAY, February 1, 2018
7:00 P.M.**

**City Council Chambers, Two North Main Street
Canandaigua, NY 14424**

City Council: **Ellen Polimeni, Mayor**
 Nick Cutri, Councilmember Ward I
 Bob Palumbo, Councilmember Ward II
 Karen White, Councilmember Ward III
 Renée Sutton, Councilmember Ward IV
 Robert O'Brien, Councilmember-at-Large
 James Terwilliger, Councilmember-at-Large
 Steve Uebbing, Councilmember-at-Large
 David Whitcomb, Councilmember-at-Large

 John Goodwin, City Manager
 Nancy Abdallah, City Clerk/Treasurer
 Rob Richardson, Assistant City Manager

Public Hearing:

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Review of Community Core Values:** As residents, city staff and appointed & elected officials of the City of Canandaigua, our decisions and actions will be guided by these core values: Responsive; Participatory Governance; Caring & Respect; Integrity; Heritage; Stewardship; and Continuous Improvement.
- 4. Approval of Minutes:** **December 7, 2017**
 December 19, 2017
 January 2, 2018
 January 16, 2018
- 5. Recognition of Guests:** **Ben Cramer- Firefighter, Canandaigua Fire Department**
 Don Phillips- Captain, Canandaigua Fire Department

 Lenore Friend- Director of Public Relations and
 Community Affairs, FLCC
- 6. Committee Reports:**
 Planning/Development Committee will be held Tuesday, February 6th
 Environmental/Parks Committee was January 9th, next meeting: February 13th
 Ordinance/Charter Review Committee was January 16th, next meeting: February 20th
 Finance/Budget Committee was held on January 30th, next meeting: February 27th

7. Resolutions:

Resolution #2018-003:

A Resolution Awarding a Material Supply Contract for the Water Treatment Facility- Poly Aluminum Chloride with Polymer (PACL)

Resolution #2018-004:

A Resolution Awarding a Ferrous Chloride Supply Contract for the Waste Water Treatment Facility

Resolution #2018-005:

A Resolution Authorizing a Special Event: Polar Plunge

Resolution #2018-006:

A Resolution Officially Naming the Proposed Dog Park the Canandaigua Canine Campus

Resolution #2018-007:

A Resolution Authorizing a Memorandum of Understanding for the Ontario County Narcotics Enforcement Team

Resolution #2018-008:

A Resolution Authorizing the City of Canandaigua to Enter into a Renewal Agreement with Habitat for Humanity of Ontario County, NY

Resolution #2018-009:

A Resolution Authorizing the City of Canandaigua to Enter into an Agreement with PathStone Corporation

Resolution #2018-010:

A Resolution Authorizing the Creation of the Mechanic/Operator Position

8. Ordinances:

9. Local Laws:

10. Manager's Report:

11. Appointments:

12. Miscellaneous:

13. Adjournment

RESOLUTION #2018-003

**A RESOLUTION AWARDING A MATERIAL SUPPLY CONTRACT FOR
THE WATER TREATMENT FACILITY- POLY ALUMINUM CHLORIDE
WITH POLYMER (PACL)**

WHEREAS, the City of Canandaigua publicly advertised for bids for the supply of approximately 5,000 gallons of poly aluminum chloride with polymer (PACL) to be delivered via tanker truck to the Water Treatment facility; and

WHEREAS, this request for bids was sent directly to seven suppliers with two suppliers submitting responses; and

WHEREAS, a bid opening was held on December 14, 2017, with the only responsible bid submitted by Holland Company, Inc., 153 Howland Avenue, Adams, MA 01220, with a unit price of \$2.70/gallon; and

WHEREAS, funding for this chemical usage is included in the 2018 Water Treatment Facility operating budget; and

WHEREAS, the Director of Public Works and the City Manager recommend the contract be awarded to Holland Company, Inc. to supply poly aluminum chloride with polymer (PACL) for 2018 with the potential for two additional one-year periods, subject to budget appropriations;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute a contract with Holland Company, Inc., 153 Howland Avenue, Adams, MA 01220, subject to the appropriations in the 2018 City of Canandaigua Budget, for the purchase of poly aluminum chloride with polymer (PACL) during the 2018 calendar year at a unit price of \$2.70 per gallon; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to extend this contract for up to two additional, one-year, mutually agreed upon, periods, subject to the funding for those extensions being included in the corresponding adopted City budgets.

ADOPTED this 1st day of February, 2018

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA
BID TABULATION
POLYALUMINUM CHLORIDE (PACL) - WTP

Bid Opening: Thursday, December 14, 2017, 10:00 am

<u>BIDDER</u>	<u>Bid Amount</u>
Holland Company Inc. 153 Howland Avenue Adams, MA 01220-1199	\$2.70/Gallon \$13,500
Slack Chemical Company Inc. PO Box 30 465 S Clinton Street Carthage, NY 13619	\$1.735/Gallon \$8,675

RESOLUTION #2018-004

**A RESOLUTION AWARDING A FERROUS CHLORIDE SUPPLY CONTRACT FOR
THE WASTE WATER TREATMENT FACILITY**

WHEREAS, the Wastewater Treatment Facility uses ferrous chloride to assist in the treatment of sewage; and

WHEREAS, a bid opening was scheduled on January 5, 2018, to supply ferrous chloride for 2018 with two one-year mutually agreed upon extensions; and

WHEREAS, seven bidders were contacted, four failed to respond, one chose not to bid and two submitted bids; and

WHEREAS, Slack Chemical Company submitted the low bid of \$0.7625 per gallon; and

WHEREAS, funding for this chemical usage is included in the Adopted 2018 Wastewater Treatment Facility Operating Budget; and

WHEREAS, the Director of Public Works and the City Manager recommend the contract be awarded to Slack Chemical Company, Inc., PO Box 30, 465 S. Clinton Street, Carthage, NY 13619, to supply ferrous chlorine;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute a contract with Slack Chemical Company, Inc., PO Box 30, 465 S. Clinton Street, Carthage, NY 13619, subject to the appropriations in the adopted 2018 City of Canandaigua Budget, for the purchase of ferrous chlorine during the 2018 calendar year at a unit price of \$0.7325 per gallon; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to extend this contract for up to two additional, one-year, mutually agreed upon, periods, subject to the funding for those extensions being included in the corresponding adopted City budgets.

ADOPTED this 1st day of February, 2018

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA

BID TABULATION

FERROUS CHLORIDE SOLUTION - WWTF

Bid Opening: Friday, January 5, 2018, 2:00 pm

<u>BIDDER</u>	<u>Bid Amount</u>
Kemira Water Solutions, Inc. 4321 West 6th Street Lawrence, KA 66049	No Bid
PVS Technologies, Inc. 10900 Harper Avenue Detroit, Michigan 48213	\$1.07/Gallon \$74,900
Slack Chemical Co, Inc. PO Box 30 465 S Clinton Street Carthage, NY 13619	\$0.7625/Gallon \$53,375

RESOLUTION #2018-005

**A RESOLUTION AUTHORIZING A SPECIAL EVENT:
POLAR PLUNGE**

WHEREAS, the City Council of the City of Canandaigua has received the following application for a special event in the City of Canandaigua:

- ***Special Olympics New York – Polar Plunge***

Date: March 24, 2018

Location: Kershaw Park

Coordinator: Luke Folts –Special Olympics

Time: 7:00 AM – 2:00 PM

Purpose: Fundraiser for Special Olympics New York

Expected Number of Participants: 600

WHEREAS, this request was reviewed and approved at the January 9, 2018 Environmental/Parks Committee meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Canandaigua that permission is granted to hold the above mentioned special event at the time and location listed under the following conditions:

- 1) that no fee or admission shall be charged to the general public for admission to the special event; and
- 2) that alcoholic beverages are not permitted to be sold or consumed on public property; and
- 3) that if the event coordinators intend to place any signs in the Main Street median, such signs shall only be allowed by permit of New York State Department of Transportation; and
- 4) that the event coordinator will ensure that all tents that are required to be inspected will be inspected prior to the start of the special event; and
- 5) that a detailed summary of all costs under the City's special event policy will be provided to the event coordinators for reimbursement.

BE IT FURTHER RESOLVED that the organizer of the Special Event shall adhere to any regulations that the City Manager, or the City Police Department, shall establish to insure the health and safety of Canandaigua residents and visitors throughout these events.

ADOPTED this 1st day of February, 2018.

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer

APPLICATION FOR A SPECIAL EVENT

CITY OF CANANDAIGUA
City Manager's Office
2 North Main Street
Canandaigua, NY 14424
(585) 396-5000 x 5000 Fax (585) 396-5016

Processing Fee of \$50.00 must accompany this application for the review process to begin.
All processing fees are non-refundable. Applications must be submitted a minimum of 45 days prior to the event. *Applications submitted without the fee or less than 45 days before an event will not be processed.*
PLEASE READ ALL RULES, REGULATIONS, POLICIES AND PROCEDURES

SPONSOR INFORMATION

Name: Special Olympics New York (Luke Folts) **Phone Number:** 585-358-0589

Email Address: lfolts@nyso.org

Address: 1 Grove Street, Suite 216, Pittsford, NY 14534

EVENT INFORMATION

Name of Event: Canandaigua Polar Plunge

Date(s) of Event: March 24, 2018

Purpose: Fund-raiser for Special Olympics New York

Location: Kershaw Park

Time: 7:00 AM - 2:00 PM

Attendance Estimate: 600 People

TYPE OF EVENT (SELECT ONE) -See Definitions on pg 4

FESTIVAL ☐

Set up Time/Time of Assembly: 8:00 AM

BLOCK PARTY ☐

Date of Set up: Friday, March 23, 2018 (Tent)

PARADE ☐

Take-Down Time/Time of Disbandment: March 24, 2018 at 2:00 PM

RACE WALK ☐

Date of Take down: March 24, 2018

OTHER EVENT ☒

Public Special Event - Special Olympics New York is a not-for-profit organization

****Polar Plunge** - Participants run into Canandaigua Lake after raising funds for Special Olympics New York.**

EVENT ACTIVITIES (FILL OUT ALL THAT APPLY)

Activities Planned: (Entertainment, Vending, Fireworks, Gaming etc. Please attach any additional information that will help explain your event such as a flyer):

Security Arrangements: New York State Police - Major Richard Allen (Co-chair of event)

Clean Up Arrangements: Special Olympics New York Polar Plunge Committee

Street(s) To be Closed: N/A

Will Alcoholic Beverages be Served? No **Sold?** No

Will You Need a Tent? Yes **Size of Tent:** Estimated: 40'x80'

Will Do Open-Flame Cooking? No **Size of grill surface:** N/A

(Please refer to Rules on pg 6 and Fees on pg 7 for tent and cooking inspections)

FOR PARADES/RACES/WALKS: (Attach Map of Route – REQUIRED FOR APPLICATION)

Event held on (Select one): Sidewalk ☐ Street ☐

Place of Assembly:

Place of Disbandment:

Number of Volunteer Marshals:

Approximate Number of Parade Units/Participants:

Entrance Fee (\$): \$ **Pre-Registration Required:**

SPECIAL EQUIPMENT/SERVICES REQUESTED

Fees may be charged for these services

ITEM	QUANTITY	NECESSARY DETAILS
Traffic Cones	N/A	Event held at Kershaw Park
Litter Barrels	5	Trash Cans needed
Barricades	N/A	N/A
Snow Fencing (ft)	N/A	N/A
Traffic Control	N/A	NYSP will be present
Police Escort	N/A	NYSP will be present
Special Services	1	Opening of Beach house

SIGNS (See Rules on Page 6)

ALL SIGNS ON CITY PROPERTY MUST BE APPROVED BY COUNCIL

Number of Signs: 10 **Size:** 1'x2' Sponsor Recognition T Signs

Where Located: Along plunge line from tent to water. Will be removed immediately following event.

RULES AND REGULATIONS

The City:

1. The City of Canandaigua reserves the right to determine to whom permits are issued. Once a permit is issued, the permit must be carried during the event and shown upon request.
2. This permit may be canceled by the City upon its determination that the permittee is in violation of the terms and conditions under which the permit was granted. Said cancellation would be effective upon notification to permittee of cancellation.
3. The City will not be responsible for any sums of money expended by permittee in anticipation of the planned activity.

The Permittee:

4. The permit is not transferable. Only areas specifically designated in the permit/agreement are to be used.
5. Permittee agrees to have a responsible person available on-site for the entire duration of the activity.
6. **The permittee agrees to perform all required maintenance and clean-up of the event site during and after the event.** All areas must be left in an orderly condition after use. Misuse of areas by any and all persons at the activity is the responsibility of the permit holder.
7. **The permit holder is responsible for payment for any damages to area or equipment.**
8. **Permittee shall be responsible for all City costs associated with the event as set forth on the Permit and paid in advance of the event.**
9. All activities permitted hereunder must be operated in conformity with all applicable laws and regulations and policies and procedures(as attached) including, but not limited to, all safety and health laws as may apply. Participants are to obey all traffic control devices and/or police commands.

INDEMNITY

Permittee hereby agrees to indemnify and hold harmless the City of Canandaigua, its officers and employees from any and all claims of damages to persons or property that may result from the activities permitted hereunder. The permittee shall furnish Corporate surety or proof of insurance for such indemnity and in such amount as may be deemed requisite. Permittee agrees that he/she will be responsible for security to protect the internal operations of said activities. The requirements of this paragraph shall not apply to activities protected under the First Amendment.

Special Olympics New York, Inc., deposes and says that he/she is the named Sponsor of the Special Event and that the statements in said application are true. Sponsor acknowledges that he/she has been provided a copy of the Special Event policy of the City of Canandaigua as well as the rules and regulations and agrees to be bound thereto.

Signature of Applicant

Date

Signature of Witness

Date

RESOLUTION #2018-006

**A RESOLUTION OFFICIALLY NAMING THE PROPOSED DOG PARK
THE CANANDAIGUA CANINE CAMPUS**

WHEREAS, the City has been working with the Friends of Canandaigua Canine Campus for the last several years to develop a dog park within the City at 97 Buffalo St.; and

WHEREAS, at the City Council meeting held May 4, 2017, Resolution #2017-049 was passed approving the use of a membership model for the dog park; and

WHEREAS, at the City Council meeting held September 7, 2017, Council used the results of the SEQR to pass Resolution #2017-092 determining that the dog park will not cause significant damage to the environment; and

WHEREAS, at its January 9, 2018 Environmental/Parks Committee, the Friends of CCC requested that City Council name the park the Canandaigua Canine Campus with the committee approving said request;

NOW, THEREFORE, BE IT RESOLVED, by the Canandaigua City Council that the dog park at 97 Buffalo St. be officially named the Canandaigua Canine Campus.

ADOPTED this 1st day of February, 2018
ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2018-007

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING
FOR THE ONTARIO COUNTY NARCOTICS ENFORCEMENT TEAM**

WHEREAS, the City of Canandaigua Police Department has been in discussions with other local law enforcement agencies regarding a unified approach to combatting drugs in Ontario County; and

WHEREAS, these agencies, including the Ontario County Sheriff's Office, the Ontario County District Attorney's Office, Geneva Police Department, Clifton Springs Police Department, Phelps Police Department, and the City of Canandaigua Police Department have developed the Ontario County Narcotics Enforcement Team ("OntarioNET"); and

WHEREAS, the task force is an opportunity to combine members of Law Enforcement with a unified focus on attacking the Heroin and Opioid Crisis facing Ontario County; and

WHEREAS, a tentative agreement has been drafted that will allow these law enforcement agencies to share manpower, resources, and information for the common purpose of addressing the drug problem within Ontario County; and

WHEREAS, at its January 16th meeting, the Ordinance Committee voted to send the authorization of the MOU to the full City Council;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Canandaigua that the City Manager and/or his designee is authorized to execute a Memorandum of Understanding with the Ontario County Sheriff's Office, the Ontario County District Attorney's Office, Canandaigua Police Department, Geneva Police Department, Clifton Springs Police Department, and Phelps Police Department to formalize the creation of the Ontario County Narcotics Enforcement Team.

ADOPTED this 1st day of February, 2018.

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer

**ONTARIO COUNTY NARCOTICS ENFORCEMENT TEAM
MEMORANDUM OF UNDERSTANDING
BETWEEN ONTARIO COUNTY SHERIFF'S OFFICE AND
ONTARIO COUNTY DISTRICT ATTORNEY'S OFFICE AND
CITY OF CANANDAIGUA POLICE DEPARTMENT AND
CITY OF GENEVA POLICE DEPARTMENT AND
VILLAGE OF CLIFTON SPRINGS POLICE DEPARTMENT AND
VILLAGE OF PHELPS POLICE DEPARTMENT**

I. PARTIES:

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made by and between:

ONTARIO COUNTY SHERIFF'S OFFICE ("Sheriff's Office"), 74 Ontario Street, Canandaigua, New York 14424, and

ONTARIO COUNTY DISTRICT ATTORNEY'S OFFICE ("DA's Office"), 20 Ontario Street, Canandaigua, New York 14424, and

CITY OF CANANDAIGUA POLICE DEPARTMENT ("Canandaigua Police Department"), 2 North Main Street, Canandaigua, New York 14424, and

CITY OF GENEVA POLICE DEPARTMENT ("Geneva Police Department"), 47 Castle Street, Geneva, New York 14456, and

VILLAGE OF CLIFTON SPRINGS POLICE DEPARTMENT ("Clifton Springs Police Department"), 1 West Main Street, Clifton Springs, NY 14432, and

VILLAGE OF PHELPS POLICE DEPARTMENT ("Phelps Police Department"), is 8 Banta Street, Phelps, NY 14532.

The Sheriff's Office, DA's Office, Canandaigua Police Department, Geneva Police Department, Clifton Springs Police Department, and Phelps Police Department are at times herein referred to individually as a "Party" and collectively as the "Parties." The Parties collectively comprise the Ontario County Narcotics Enforcement Team ("OntarioNET"). The undersigned Parties jointly and separately agree to abide by the terms and provisions of this MOU throughout the duration of this joint operation.

II. PURPOSE:

The purpose of this MOU is to outline the mission of the OntarioNET drug enforcement task force ("Task Force"). Additionally, these guidelines will formalize relationships between the Parties regarding policy guidance, planning, training, public relations, reimbursements, funding, and media coordination in order to maximize inter-agency cooperation.

III. MISSION:

The mission of OntarioNET is to achieve maximum coordination and cooperation, and bring to bear the combined resources of the Parties to primarily and aggressively investigate narcotic-related offenses, illegal

weapons offenses and gang-related offenses in the County of Ontario, New York (the "County") area, utilizing both State and Federal statutes.

IV. ORGANIZATION:

The Governing Board of OntarioNET shall consist of the Police Chiefs of Canandaigua, Geneva, Clifton Springs, and Phelps Police Departments, the County Sheriff, and the County District Attorney. The Governing Board shall oversee the administrative functions and concerns of OntarioNET.

The Governing Board shall appoint two Co-Task Force Commanders. One Co-Task Force Commander shall be a Police Chief from Canandaigua, Geneva, Clifton Springs, or Phelps Police Departments. The second Co-Task Force Commander shall be a member of the Sheriff's Office. The Co-Task Force Commanders shall report directly to the Governing Board on all matters pertaining to OntarioNET.

The Governing Board shall also appoint a Task Force Supervisor with the rank of Sergeant or above, who shall have the authority of operational supervisor, and who shall report to the Co-Task Force Commanders.

Task Force agents from the Canandaigua, Geneva, Clifton Springs, or Phelps Police Departments are hereinafter referred to as "Officer Agents." Task Force Agents from the Sheriff's Office are hereinafter referred to as "Deputy Agents." Officer Agents and Deputy Agents are at times herein referred to collectively as Task Force Agents.

V. PERSONNEL:

Each Party may assign Task Force Agents at its sole discretion based upon availability of manpower and resources. Such assignments shall **not** be mandatory. It is understood and agreed that occasionally exigent circumstances affecting the mission of a Party may require the diversion of resources away from OntarioNET.

VI. EXPENDITURES:

A. Salaries and Overtime

The Sheriff's Office and the County shall have no obligation for payment of Officer Agent wages or withholding for unemployment, workers compensation, or for any other payment or benefits to the Officer Agents.

Each Party understands and agrees that it is and shall in all respects be considered independent with each being solely responsible for compensation of its own officers including, but not limited to, all salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs.

B. Equipment

The Parties agree to provide the necessary property, goods and equipment that they respectively own for the benefit of the OntarioNET. The Parties agree to coordinate the inter-agency use of equipment. Each Party will separately purchase equipment when necessary. All equipment will be marked for identification and inventoried by each Party. If OntarioNET ceases to exist, all equipment will be promptly delivered to the respective Party. Any equipment purchases made prior to this MOU are the responsibility of the respective Party.

C. Office Space and Equipment

Each Party agrees, subject to availability and to the extent possible, to provide necessary office space, equipment, and supplies to carry out the operation of OntarioNET.

D. Technical Expenses

The Parties agree that all technical expenses related to the furtherance of investigations will be paid for with asset forfeiture monies, as per the agreed-upon terms of this MOU.

E. Evidence Fund

The Parties agree that the evidence fund will be financed with asset forfeiture monies, as per the agreed-upon terms of this MOU. Evidence fund procedures shall be in accordance with the operational guidelines of OntarioNET.

F. Miscellaneous Expenses

The Parties agree that miscellaneous expenses such as rental cars, investigative travel, etc., will be funded with asset forfeiture monies.

VII. PROCEDURES:

A. Selection of Personnel

Prior to assignment to OntarioNET, each Task Force Agent must undergo a formal review by his/her Departmental Command Staff to insure exemplary disciplinary record with no integrity concerns.

B. Investigations

All OntarioNET cases are jointly investigated. It is, therefore, agreed that no Party to this MOU will act unilaterally.

C. Media

All media releases and statements will be mutually agreed upon and jointly handled within OntarioNET operational guidelines. Under no circumstances will a Party make any statements to the media about any OntarioNET investigation and/or arrest without prior clearance from a Task Force Co-Commander or their designee. The Task Force Supervisor is authorized to make media releases on routine arrests and seizures. All media releases will include notification and/or participation of the County Sheriff and the Police Chief in the jurisdiction of occurrence.

D. Forfeitures

Any properties or funds confiscated which are the direct result of a criminal investigation initiated by a Party will be processed by the Task Force Supervisor pursuant to forfeiture regulations of the United States Department of Justice and/or the County District Attorney's Office. Once forfeited, the Parties agree to the following distribution formula:

1. Twenty percent (20%) of the forfeiture will be designated for the mandatory Federal asset forfeiture administrative fees.
2. Recorded money used in the investigation reimbursed to each respective Party.
3. Ten percent (10%) designated to the OntarioNET forfeiture operating expenditures.
4. The remaining amount will be divided by the total number of hours devoted to the investigation. This figure is multiplied by the number of man-hours each Party contributed to the investigation, to arrive at the final figure each Party is due for participation in the captioned investigation.

E. Evaluation

The Parties agree to monitor the progress and effectiveness of OntarioNET. An evaluation of the nature and result of OntarioNET investigations will be conducted by the Governing Board, by way of a monthly report and quarterly meeting with the OntarioNET Task Force Supervisor. The criteria for evaluation will include, but not be limited to, the number of investigations completed, number of arrests, and amount of seizures and impact on the community. Modification or adjustments to OntarioNET's mission will be implemented when deemed necessary. All records shall be kept in the normal course of business of OntarioNET and shall be available upon request for inspection by a Party to this MOU.

F. Training

All Task Force Agents assigned to OntarioNET shall continue routine firearms training and qualification as provided and required by their respective agencies, in addition to any training that might be provided by OntarioNET.

Each Party is responsible for payment of training costs for their respective Task Force Agent(s). The costs associated with use of a private vendor or consultant for training or other non-routine training costs will be determined by the Sheriff, District Attorney, and respective Police Chiefs on a case by case basis.

G. Vehicles

If it is determined to be operationally necessary, the Parties hereby agree and authorize members of OntarioNET to use vehicles from all agencies for the furtherance of the mission of this unit. Vehicles shall be used in compliance with existing member agency policy and such policy will be on file with OntarioNET.

The Parties also agree to provide fuel, routine maintenance, and repairs for their respective vehicles. Inter-agency use of vehicles shall be closely monitored by the Task Force Supervisor.

H. Informants

All informants must be formally processed in accordance with OntarioNET's written informant policy prior to being actively utilized. The written informant policy will also govern the management of informants.

I. Report and Evidence Policy

All reports and evidence will be processed and maintained in accordance with the written policy of OntarioNET. The Sheriff's Office agrees to be the primary custodian for all evidence seized.

J. Personnel Complaints

Citizen and internal complaints against a Task Force Agent assigned to OntarioNET will be forwarded to the Sheriff, Police Chief, or District Attorney. The Sheriff, Police Chief, or District Attorney will conduct an appropriate investigation in compliance with agency's policy. Nothing in this section precludes any citizen from going directly to a Task Force Agent's agency to file a complaint.

K. Privileges & Immunities

To the extent permitted by law, all the powers, duties, rights, privileges, and immunities from liability which surround the activities of Officer Agent's when performing their functions within their respective geographical area of employment shall apply to Officer Agent's activities as a member of OntarioNET, regardless if the activities occurred outside the Officer Agent's geographical area of employment.

Specifically, pursuant to Sections 119-n(c) and 119-o of the General Municipal Law, law enforcement officers assisting another local government outside their normal geographical area of employment shall have all the powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

L. Indemnification

The Parties, (the "Indemnifying Party"), except to the extent that the other party is negligent, each agree to protect, defend, indemnify and hold harmless the other Party (together with its respective officers, employees, agents, and independent contractors, the "Indemnified Party") from and against all claims, actions and suits at its own cost and at no cost to the Indemnified Party in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent acts or omissions of the Indemnifying Party, any of its officers, employees, agents, or independent contractors under this MOU. These indemnification provisions are for the protection of the Indemnified Party only and shall not establish, of themselves, any liability to third parties. The Duty to defend shall be triggered upon the Party's receipt of a Notice of Claim, service of process or other demand or claim. The provisions of this section shall survive the expiration or earlier termination of this MOU.

Each Party will be responsible for all loss or damages to a vehicle(s) owned by another Party when such damage or loss is caused by negligent act or omission of said Party, its agents, employees or contractors.

M. Insurance

The Parties shall secure and maintain the required insurances identified in Schedule "B," which is attached hereto and made a part hereof. Self-insurance at levels at or above those required in Schedule B shall be sufficient to satisfy this paragraph's insurance requirement. A Party shall reimburse the other for any funds expended by the other that would have been paid by Party's insurance carrier under any required insurance. Should a Party's required insurance be canceled or lapse in any way, it shall submit the insurer's notice of cancellation or lapse to the others within two business days of receipt.

VIII. MODIFICATION AND TERMINATION:

This MOU may be changed or modified at any time by written instrument signed by a representative of each of the Parties.

Any Party may terminate any rights and obligations under this MOU at any time by giving thirty days written notice of its intent to withdraw from this MOU. It is specifically understood and agreed by and among the Parties that the withdrawal of any one or more Parties does not nullify this MOU nor require its redrafting or re-execution.

If any provision of this MOU is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this MOU. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the Parties to the maximum extent possible.

SIGNATURE PAGE FOLLOWS

This MOU shall be in effect from November 1, 2017 through December 31, 2018.

OntarioNET EXECUTIVE OFFICERS SIGNATURES

Canandaigua Police Department

Date

Clifton Springs Police Department

Date

Geneva Police Department

Date

Phelps Police Department

Date

Ontario County District Attorney's Office

Date

Ontario County Sheriff

Date

RESOLUTION #2018-008

**A RESOLUTION AUTHORIZING THE CITY OF CANANDAIGUA
TO ENTER INTO A RENEWAL AGREEMENT WITH
HABITAT FOR HUMANITY OF ONTARIO COUNTY, NY**

WHEREAS, in March, 2014 the City of Canandaigua entered into an agreement with Habitat for Humanity of Ontario County, NY (Habitat) for the purposes of conducting a housing rehabilitation project; and

WHEREAS, the original scope of the project was limited to Chapin Street, but was later expanded to include the entire City of Canandaigua; and

WHEREAS, Habitat has successfully recruited volunteers to improve homes throughout the City which has not only improved the safety and physical appearance of the homes and neighborhoods, but has also strengthened the homeowners' sense of pride and investment in the community; and

WHEREAS, the City is desirous of entering into a renewal agreement with Habitat; and

WHEREAS, the City is in receipt of funds received in the form of loan repayments from past U.S. Dept. of Housing and Urban Development Community Development Block Grants (HUD CDBG), known as "Program Income" which in accordance with HUD must be repurposed for activities that advance HUD's National Objectives; and

WHEREAS, the City cost of this proposal is \$13,000 which will be funded from program income in the City's HUD CDBG Revolving Loan Fund and be utilized for materials and supplies;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Canandaigua hereby authorizes the City Manager to execute a renewal agreement with Habitat; and

BE IT FURTHER RESOLVED that this project will be funded from a not-to-exceed \$13,000 allocation from the City's HUD CDBG Revolving Loan Fund.

ADOPTED this 1st day of February, 2018

ATTEST:

Nancy Abdallah
City Clerk/Treasurer



September 18, 2017

John Goodwin, City Manager
City of Canandaigua
2 North Main Street
Canandaigua, NY 14424

Dear Mr. Goodwin,

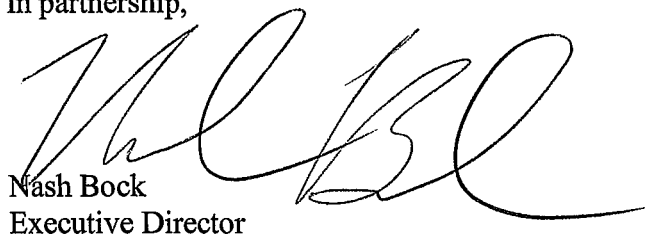
Habitat for Humanity of Ontario County is requesting funding from the City of Canandaigua to continue our home repair program for City residents in 2018. This year, we are also requesting additional funds to assist residents with wheel chair accessible ramps. In support of this request, please find the following documents enclosed:

1. Project Proposal – 2018 City of Canandaigua Home Preservation and Ramps Project
2. A copy of Habitat's FY17-18 Budget (July 2017 – June 2018)
3. A copy of Habitat's most recent independent audit report

For 2018, we are requesting a total of \$13,000, which represents 1.3% of our annual budget. Of the total amount, \$10,000 will be used to provide low-income homeowners in the City of Canandaigua with affordable exterior repair services. The remaining \$3,000 will be used to fund ramps for low-income individuals with accessibility needs.

Thank you for your consideration. Please contact me with any questions or if you require additional information.

In partnership,

A handwritten signature in black ink, appearing to read "Nash Bock".

Nash Bock
Executive Director

HABITAT FOR HUMANITY OF ONTARIO COUNTY

3040 COUNTY ROAD 10, CANANDAIGUA NY 14424

Phone: 585.396.3600 Email: info@hfhoc.org Web: www.hfhoc.org



ORGANIZATIONAL INFORMATION:

Habitat for Humanity of Ontario County

3040 County Road 10

Canandaigua, NY 14424

Contact: Nash Bock, Executive Director

Email: nashb@hfhoc.org

Website: www.HFHOC.org

Phone: (585) 396-3600

Fax: (585) 919-2800

Federal Tax ID: 16-1386125

Total Funding Requested: \$13,000

\$10,000 – Home Preservation Program

\$ 3,000 – Ramps Program

PROJECT PROPOSAL:

1) 2018 Home Preservation Program (\$10,000)

Habitat for Humanity of Ontario County, NY (HFHOC) is seeking funding to continue providing exterior home repair services to qualified low income residents in the City of Canandaigua. HFHOC will provide exterior rehabilitation services to single-family, owner-occupied homes in the City. This work will include minor repairs such as porch railings and steps, painting, lawn cleanup, safety and code violations, etc. with the goal of serving five homeowners in 2018.

HFHOC will work closely with the City's Code Enforcement office to identify homes in need of services. HFHOC will utilize volunteer labor, donated materials when possible, and provide complete construction management of the project. City grant funds will be utilized to cover the costs of materials and related project expenses.

Throughout these efforts HFHOC will work with City residents to improve the physical appearance of their neighborhood, and strengthen their sense of pride and investment in the community.

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2) 2018 Ramps Program (\$3,000)

HFHOC is also seeking funding for a ramps program. This program is intended to help low-income individuals, young and old, who have a need to be able to access their home using a wheelchair, scooter or walker because of a temporary or permanent change in their physical mobility. The program provides individuals in the City of Canandaigua with wood wheelchair ramps that go from their driveway to their front door. The ramps are built from pressure treated lumber and are expected to last many years. Ramps are ADA (Americans with Disabilities Act) compliant and will be built to comply with any local building codes and required inspections.

Funding requested will cover the cost of materials and any permit fees. For this first year of the program we are requesting funds for two ramps.

Program Qualification & Selection Process:

- Applicant's household income must fall below 60% AMI for their household size.
- Applicant must have a demonstrated need for a ramp or home repairs as evidenced by safety, security, or code violations.
- Applicant must have a willingness to partner with Habitat.
- Applicant must be a homeowner of a detached, owner occupied dwelling within the City of Canandaigua. (Rental property will be considered under the Ramps Program with documented permission from landlord)
- Applicant must be current with all applicable property taxes, water and sewer payments.
- Applicant must provide documentation of current homeowners insurance.

All applications will be reviewed by HFHOC to ensure they meet the above guidelines.

Adhering to the following elements is essential to honoring the Habitat philosophy, and will make for a sound partnership between HFHOC, the partner family, and the City of Canandaigua.

- Engaging the homeowner in the construction process, when possible
- Enlisting volunteers to complete project work
- Securing donated materials, when available
- Serving individuals/families with a demonstrated need for housing or repairs

HFHOC's Ability to Complete the Project: HFHOC has been building new and rehabbed homes in Ontario County since 1990. Additionally, HFHOC has completed over twenty-nine owner-occupied home repair projects. HFHOC has the experience to mobilize teams of volunteers for construction projects. There is a proven record of maximizing the impact of funding by leveraging existing relationships with donors and local businesses. Given HFHOC's reputation for excellence and years of experience, there is every reason to expect this project will be successful.

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Sources of Funding: To fund this project HFHOC will utilize a combination of support including: the requested City funds in this proposal; support from private donors; and proceeds from the Habitat ReStore.

Additional Provisions: In the event that some of the work on a particular home falls outside what can be accomplished through volunteer labor (including but not limited to tree service, lead paint removal, second story painting, demolition, etc.), HFHOC will retain the right to utilize the funds from the City of Canandaigua to contract with trade professionals to complete those tasks.

IMPACT ON THE COMMUNITY:

If this grant proposal is approved, the funding will help HFHOC provide hardworking, low-income families with a decent, safe place to call home, as well as improve the overall condition of homes in the City of Canandaigua. With the City's support we will be able to increase our housing production and the number of families we serve annually. In turn, this will enable us to move toward our goal of eliminating substandard housing, increase community reinvestment, and contribute to the health, vitality, and sustainability of Ontario County.

Reporting: We will communicate our program goals, outcomes, and impact, in a report to the City of Canandaigua upon completion of the proposed project. We will provide additional information as requested by the City.

ABOUT HABITAT FOR HUMANITY:

Overview: Habitat for Humanity of Ontario County's (HFHOC) mission is to mobilize volunteers and partners to help local, low-income families break the cycle of poverty through affordable homeownership. We are dedicated to restoring a sense of community with the common goal of strong neighborhoods and dignity through homeownership.

We are part of Habitat for Humanity International (HFHI)—a nonprofit housing organization operated on Christian principles seeking to put God's love into action by bringing people together to build homes, communities and hope. HFHI is dedicated to eliminating substandard housing locally and worldwide through constructing, rehabilitating and preserving homes; by advocating for fair and just housing policies; and by providing training and access to resources to help families improve their shelter conditions. Habitat for Humanity was founded on the conviction that every man, woman and child should have a simple, durable place to live in dignity and safety, and that decent shelter in decent communities should be a matter of conscience and action for all.

History: "Decent and affordable housing" is what HFHOC has been providing to our neighbors for over 25 years. This mission extends beyond just the building of homes and

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basic repairs, to include education and community building. Habitat is dedicated to empowering our partner families by providing “a hand up, not a handout”. Our programs promote partnership, pride in one’s community, and the development of skills and knowledge that will enable long-term success as homeowners.

Program Model: At the core of Habitat’s program is partnership. This is realized by way of our “principles of sweat equity” and the partner families’ financial contribution. Sweat equity is an exciting cornerstone to the Habitat ministry, designed to meet three important goals:

1. **Partnership** – Sweat equity provides meaningful interaction between partner families, affiliate representatives, Habitat volunteers, and community members
2. **Pride in homeownership** – Investing sweat equity hours in their own homes helps families see the value of what they are building, and begins the transition to homeownership.
3. **Development of skills and knowledge** – On the building site, partner families gain a real understanding of the construction of their home and of the maintenance responsibilities they will assume upon taking ownership.

Habitat’s Investment and Impact in Canandaigua: HFHOC built its first Habitat home in the City of Canandaigua in 1992. Since that time Habitat has built three additional homes within the City, one each in 1998, 2015, and 2017. In addition to providing families with a decent place to live, these three homes combined have added over \$258,000 in assessed value to the City’s tax rolls.

In 2014, HFHOC launched a pilot home preservation program in the City of Canandaigua. This program was renewed in 2015, 2016, and again in 2017, and has assisted a total of fourteen city homeowners with exterior home repairs. The success of this program has not only improved the safety and physical appearance of the homes and neighborhoods, but has also strengthened the homeowners’ sense of pride and investment in their community.

Since beginning this program, Habitat has invested over 225 hours in project management, leveraged donations of goods and services, and organized volunteers to contribute over 550 hours of labor.

RESOLUTION #2018-009

A RESOLUTION AUTHORIZING THE CITY OF CANANDAIGUA TO ENTER INTO AN AGREEMENT WITH PATHSTONE CORPORATION

WHEREAS, in March 2014, City of Canandaigua and PathStone Corporation (PathStone) partnered to provide assistance to low to moderate income homeowners in making repairs to their homes and energy efficiency improvements, known as the Home Energy and Improvement Program; and

WHEREAS, PathStone has submitted a proposal to renew this program with said proposal including the rehabilitation of at least seven homes within the City of Canandaigua; and

WHEREAS, the City is desirous of entering into said partnership with PathStone; and

WHEREAS, PathStone possesses the experience, skill and capacity required to deliver essential services to income-eligible homeowners to receive assistance from the City of Canandaigua under the Home Energy and Improvement Program; and

WHEREAS, the City is in receipt of funds received in the form of loan repayments from past U.S. Dept. of Housing and Urban Development Community Development Block Grants (HUD CDBG), known as "Program Income" which in accordance with HUD must be repurposed for activities that advance HUD's National Objectives; and

WHEREAS, the City cost of this proposal is \$41,600 which will be funded from program income in the City's HUD CDBG Revolving Loan Fund; and

WHEREAS, additional funds will be provided by other grants awarded to PathStone including grants from the New York State Energy Research and Development Authority; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Canandaigua hereby authorizes the City Manager to execute an agreement with PathStone for purposes of initiating a Home Energy and Improvement Program; and

BE IT FURTHER RESOLVED that this project will be funded from a not-to-exceed \$41,600 allocation from the City's HUD CDBG Revolving Loan Fund.

ADOPTED this 1st day of February, 2018

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

Scott Oliver- Deputy for Energy Programs
400 East Avenue
Rochester, NY 14607
Ph: 585.442.2030 ext. 204
Fax: 585.442.2039
soliver@pathstone.org
www.pathstone.org



September 14, 2017

Dear John Goodwin,

Please accept this funding proposal for the 2018 Canandaigua Home and Energy Improvement Program. You have requested the following information:

1. We are requesting a budget of \$41,600.
2. The program description is attached.
3. Our 2018 budget is attached.
4. This program is 0.001% of PathStone's annual budget.
5. Audit report attached.

We look forward to working with the City of Canandaigua to help homeowners have healthier, safer, and more comfortable homes.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver", with a stylized flourish at the end.

Scott Oliver
Deputy of Energy Programs



PathStone builds family and individual self-sufficiency by strengthening farmworker, rural and urban communities. PathStone promotes social justice through programs and advocacy.

**CANANDAIGUA HOME ENERGY IMPROVEMENT PROGRAM (CHEIP)
2018 PROPOSAL**

**PATHSTONE CORPORATION WORKING WITH THE CITY OF CANANDAIGUA TO HELP LOW AND MODERATE-INCOME
FAMILIES REDUCE HOME ENERGY EXPENSES**

Background: PathStone is under contract with NYS Energy Research and Development Authority (NYSERDA) to help market a variety of products available to help residents improve their home energy efficiency. PathStone is reaching out to communities throughout the Finger Lakes region and delivering education and product information to interested homeowners. The "Assisted Home Performance" (AHP) program provides 50% of the costs of energy related improvements in the form of a grant. The work scope is determined by a free professional assessment of the existing energy conditions in the home with a focus on the work that will result in the highest rate of economic benefit for the family. NYSEDA pays the private contractor for the energy assessment performed on the housing unit. AHP targets households with annual incomes between 80% and 60% of the NYS median family income. Qualified households still must provide 50% of the financing from other sources.

Proposal: PathStone is proposing that the City of Canandaigua continue a \$35,000 home energy improvement fund that can be blended at a 1:1 ratio to help qualified families access AHP services and financing. This would effectively establish a \$70,000 energy efficiency improvement program targeting low and moderate-income families in the City of Canandaigua. Average costs per units are anticipated to be about \$8,000 with the average Canandaigua portion being \$4,000 with a maximum grant from Canandaigua being \$5,000.

Some residents of Canandaigua would qualify for Weatherization assistance from Wayne County Community Action Program. While the services from WAYNE CAP are free of charge, sometimes small rehabilitation work needs to be done before the Weatherization work can be performed. The CHEIP grant could also be used to facilitate these small repairs as well.

Health and Safety is also part of this program. Small code violations, simple repairs and improvements would also be included. Items such as missing hand rails, smoke/CO detector would be addressed along with accessibility improvements for seniors or households with handicapped individuals. Maximum Health and Safety award would be \$2,000.

PathStone will work closely with the energy efficiency company of the owner's choice or Wayne CAP to determine what work needs to be done for the energy work to move forward. If there is work that the energy contractor cannot perform, PathStone will put the work out to bid to at least 3 contractors.

Benefits: Anticipated program benefits include at least the following:

- Easier access to AHP services for LMI households by offering the required matching funds in the form of a grant.
- Program applicants with annual incomes under 60% of the NYS median family income that have not received free Weatherization services will be referred to the area Weatherization program provider.
- Benefits to participants would be lower energy costs and a healthier home environment.

PathStone's Role: PathStone would be responsible for the following activities:

- Outreach and Marketing of the program services.
- Application Review and Applicant Eligibility Determination.
- Energy Education Workshops.
- Project review and site inspection.
- Health and safety work scope and contract management.
- Receipt of Contractor invoice and Request for Payment.
- Final inspection of the property and project with City Code Enforcement.
- Apply for additional NYS program funding to expand services.
- Administer any additional financial resources secured for this program.

City's Role:

- Continue the grant pool of \$35,000 to match AHP financing for LMI households and program expenses.
- Pay 50% of the certified costs of the energy improvement project in the form of reimbursement to PathStone for payments made directly to the contractor.
- 100% of the health and safety portion of the project in the form of reimbursement to PathStone for payments made directly to the contractor.
- Provide Building Code Enforcement as needed.
- \$800 per completed project paid to PathStone for project management services.
- Up to \$1,000 to PathStone for payments made directly to publishers and printers for promotional material, advertising, and mileage related to the program.
- Total funding for this project would be a maximum of \$41,600 with a goal of reaching 7 homes.

In summary, CHEIP provides direct home improvement services in the City of Canandaigua with a focus on home energy with a blend of State and City funding. The program serves as leverage and a strong foundation for a larger LMI home improvement program by establishing a pipeline of interested households as well as documenting the need for home improvement services. Since AHP is currently available to any qualified household, the program can continue as long as City funding was to become available.

RESOLUTION #2018-010

**A RESOLUTION AUTHORIZING THE CREATION OF THE
MECHANIC/ OPERATOR POSITION**

WHEREAS, the Streets Bureau is charged with maintenance of the streets, sidewalks, storm sewers and solid waste and recycling collection and the Central Garage is charged with maintenance of the City's fleet of vehicles; and

WHEREAS, a feasibility study completed several years ago showed that the workload of the City's Central Garage warranted 2.5 full-time mechanics and a supervisor, but hiring a part-time mechanic is problematic as individuals with the skill set that we require are highly employable and not inclined to only work part-time; and

WHEREAS, to accomplish the staffing needs of Central Garage without increasing budget appropriations, the 2018 Budget included reassigning the duties of the person operating the street sweeper to allow for 3 mechanics during the winter months; and

WHEREAS, a request was submitted to Ontario County to create a full-time Mechanic/Operator position that will provide the additional support necessary in the Central Garage without significantly impacting the operations of the Streets Bureau;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Canandaigua hereby authorizes the creation of the Mechanic/ Operator position pending jurisdictional classification by the New York State Civil Service Commission.

ADOPTED this 1st day of February, 2018

ATTEST:

Nancy Abdallah
City Clerk/Treasurer